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The Solicitors' Journal

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The Solicitors' Journal

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Current Topics.

The late Sir Edward Tindal Atkinson.

BY THE death of Sir EDWARD TINDAL ATKINSON, another veteran of the law has passed away, leaving the legal world poorer by his loss. Law may be said to have run in the family of which he was so distinguished a member. His father was a serjeant, and, later, a County Court judge; his brother also reached the bench of the County Court; his son was called to the Bar; while his nephew was recently appointed Director of Public Prosecutions. Sir EDWARD himself was a great power on the North-Eastern Circuit, a forceful advocate and a learned lawyer, and many of the posts open to a practising barrister were held by him on that circuit, among others the Chancellorship of the County Palatine of Durham, and an important recordership. It seemed at one time as if he were marked out for a High Court judgeship, and he certainly possessed all the qualifications that make for success on the Bench, but the race is not always to the swift nor the battle to the strong, and this particular advancement was not to be his. He, however, was appointed, some years ago, a member of the Railway and Canal Commission Court, and the duties that fell to him in that tribunal were discharged with great ability till his recent resignation owing to increasing ill-health.

Concerning the Index.

IN THE list of publishers' announcements for the autumn not the least interesting, although probably not a strong candidate for the somewhat doubtful distinction of "best seller," is a work by Dr. J. W. T. WALSH on "The Indexing of Books and Periodicals." It is scarcely possible to overrate the importance of the index, although it is to be feared that this is not adequately recognised by authors who not infrequently entrust the task of compiling it to some unqualified person, with disastrous results. The elder DISRAELI, who spent his life among books, declared that he knew not whether to yield the preference to the first anatomiser of the human body or to the unknown labourer in literature who first by an index laid open the nerves of a book. This is giving the indexer the praise which his painfully laborious task richly deserves but rarely receives. In general literature perhaps the best index is that to Dr. BIRKBECK HILL'S edition of BOSWELL'S "Life of Johnson," in which he gives good measure, pressed down and running over, to the joy of everyone who consults it. What are we to say to the indexes to legal treatises? These unfortunately are often not nearly so complete as they ought to be, and frequently they are constructed on a totally wrong principle. The famous instance of the entry: "Best, Mr. Justice, his great mind," which referred to an observation of the distinguished judge that he had a great mind to commit one of the parties for prevarication, is probably apocryphal, invented perhaps by some facetious person to show how an index should not be constructed. Curiously enough, humour has invaded the index in not a few legal works of great repuation. In one or two of the older editions of "Smith's Leading Cases," the indexer —was he the first Lord Justice ROMER, who certainly assisted with the indexing of the famous work?—allowed himself a few facetious entries, such as "Hull, J., swore on the Bench,' and "Eagle's Eyes, Court will not always look with," but probably the best collection of humorous items in an index occurs in Sir GREGORY LEWIN'S "Cases determined on the Crown Side of the Northern Circuit," two small volumes which greatly amused MACAULAY, but incurred the disapproval of that austere judge, Lord BLACKBURN. Here are one or two of LEWIN'S gems: "Backway—a person attacked ought to escape by, if he knows it." "Labour—medical man neglecting a woman in, is manslaughter if death ensue," "Slinging a cask negligently—manslaughter," "Kick —is not a justifiable mode of turning a man out of a house, though he be a trespasser." Comical they certainly are, but scarcely model entries for an index. With such examples it is obvious that there is room for such a work as that now announced.

Small Holdings.

THE FACT that there has been no considerable increase in the amount of land acquired during the year 1929 under the Small Holdings and Allotments Act, 1926, and that there has actually been a slight decrease in the number of occupiers is due mainly to economic causes, and is not in the least traceable to any defect in the Act itself. The recently issued report on the work of the Land Division of the Ministry of Agriculture for the year 1929 states that the area of new land acquired in that year was 4,289 acres, as compared with 3,202 acres in 1928 and 2,338 acres in 1927, while the total area of small holdings provided by county councils on 31st December, 1929, has increased to 444,747 from 442,620 acres as at 31st March, 1926, a total increase of 2,127 acres. Compared with this increase, it is perhaps not so discouraging to note that the number of occupiers fell during this period by 400 to 28,186, and that at the end of the period there were still nineteen county councils in England and Wales who had not acquired any additional land whatever under the Act. The report points out that the obstacles in the way of increased activity and acquisition of new land by county councils under the Act are the present agricultural depression, the high cost of equipment, houses and buildings, and the proportionately higher rental value of the holdings when equipped. It is clear, however, from the fact that there is an eager demand for small holdings whenever they are available throughout the country that these difficulties are merely temporary, and that the beneficial effects of the Small Holdings and Allotments Acts, 1908 to 1926, will continue to be felt for many decades to come.

Cheaper Litigation.

TWO RECENT contributions to the increasing volume of evidence of the demand for cheaper litigation merit close attention. The first is the confirmation by the Liverpool

Chamber of Commerce of their Commercial Law Committee's approval of the report of the Incorporated Law Society of Liverpool on the now famous memorandum of the Parliamentary and Commercial Law Committee of the London Chamber of Commerce. And the second is a letter to *The Times* of 30th August on the same subject from Sir ARTHUR COLEFAX, K.C. Attention is drawn in both documents to the unsoundness of the recommendation in the London Chamber of Commerce memorandum that "in all cases involving technical matters an assessor should sit with the judge to assess damages and no expert evidence should be given." The chief objection, so accurately seized by Sir ARTHUR COLEFAX, is that "counsel may be left in the dark as to what has passed between the judge and the assessor and so have no opportunity of correcting misunderstandings or errors on the assessor's part." The suggestion of the Incorporated Law Society of Liverpool that neither party should be permitted to call more than one expert witness in any case is much more reasonable, and has already been successfully tested in practice in numerous cases under the Landlord and Tenant Act, 1927, s. 21 (4) of which provides that "in any proceedings before the referee not more than one expert witness on either side shall be heard unless the referee or the judge of the county court otherwise directs." The position with regard to the number of counsel employed in a case is, however, slightly different. The recommendation in the Liverpool report that the taxing master should disallow a fee of second counsel in all cases where the amount in dispute does not exceed £1,000 imposes a much too rigid limitation on the discretion of solicitors conducting a case. It is well known that the pecuniary subject-matter directly involved may in some cases be no evidence of the importance of the case. The judge's discretion as to orders for costs in the High Court (see R.S.C. Ord. 65, r. 1) provides ample demonstration of this fact. It is also very doubtful whether the abolition of the fee of the barrister's clerk would result in any appreciable decrease in the expense of litigation. The return of a proportion of the brief fee where a case is settled before trial, or counsel does not attend the hearing is a much more practical suggestion. The value, however, of the memorandum of the London Chamber of Commerce lies mainly in its carefully thought out recommendations for the speeding up of litigation by rendering more elastic many of the rules of formal proof, such as that necessitating the personal attendance of parties and witnesses in court. As Sir HENRY MADDOCKS so pithily said in a recent address, "Speed up the law and you automatically cheapen it." The general pronouncement on the subject which the Lord Chancellor promised on 4th July at the Mansion House will be awaited with considerable interest.

A New Test for Drunkenness.

WE ARE all immensely interested in discovering a really decisive test for drunkenness, and keener, no doubt, in the search, because, in a world where no two persons are alike, the test we desire is beyond the bounds of possibility. The policeman's rough and ready methods of smelling the prisoner's breath, and otherwise forming his opinion by an empiric process, become instinctive through long experience (this, after all, is a large part of a doctor's method of diagnosis of disease) will probably never be superseded. The doctor comes along, and according to his own ideas gives his subject difficult words to pronounce, or a chalked line to walk; or he observes the reaction to light of his pupils and feels his pulse; or even holds a conversation which includes questions as to the amount of drink taken and when. The doctor may even go a stage further, and, if he can get sufficient facilities for inducing the accused to assist in the making of evidence against himself, scientifically determine the alcoholic content of the urine of the person charged. But to a prisoner at Bow Street a few days ago was it left to publish to the world the very latest method adopted: "He" (the doctor) "knocked my head against the wall to see if I was drunk."

Criminal Law and Practice.

NOTICE TO QUIT ON SUNDAY.—According to *The Times*, a man complained to a London magistrate last Saturday that his landlord had given him notice to quit on the previous Sunday for the following Sunday, and was threatening to eject him accordingly. The magistrate is reported to have said: "It is not good notice on a Sunday," and that he would send an officer to warn the landlord that it was illegal. We cannot find any authority for the proposition that a notice cannot be given on or to expire on a Sunday, which was never a *dies non* at common law. In fact as regards service, the case of *Sangster* v. *Noy* (not a High Court decision, it is true) reported in 16 L.T. 157, approved a notice given on a Sunday. Distress cannot apparently be levied on Sunday, but rent can be paid on that day, and, if it is not, distress can be levied at daybreak on the Monday; see *Child* v. *Edwards* [1909] 2 K.B. 753. Writs of possession, etc., are governed by the Lord's Day Observance Act, 1677, s. 6, and in the case of premises within the Small Tenements Recovery Act, 1838, the first section of that Act expressly provides that warrants shall not be executed on Sunday. If what the magistrate intended to convey was that the applicant would have the whole day in which to leave, so that his landlord would have no right to eject him before midnight, the warning would be in harmony with the decision to that effect in *Page* v. *Moore*, (1850), 15 Q.B. 684. As regards length, if the tenancy was a weekly one commencing on a Sunday, the notice would be in order: *Newman* v. *Slade* [1926] 2 K.B. 328.

THE JUSTICE AND THE CLERK.—An extraordinary incident from Oldham is reported in the *Evening Standard* of 1st August, from which it appears that when a justice was asking questions in the local police court the clerk remarked: "He might be holding a brief for the defence." The chairman described the questions as "a waste of the court's time." Further remarks were made, and the clerk turned to the magistrate first referred to and said "Mind your own business."

Such is the brief newspaper report. Whatever may be the full particulars, and whatever lies behind the incident, there remains the lamentable spectacle of a public disagreement between the chairman of a bench of justices and one of his colleagues, and, in addition, of a clerk seeing fit to criticise and even to treat with considerable abruptness one of the magistrates to whom he stands, officially, and in the eyes of the public, in a subordinate position.

From the point of view of the esteem in which magistrates generally are to be regarded, the dignity attending the administration of justice, and the relations between magistrates and their clerks, it seems a pity that the differences between members of the bench, and between a single justice and the clerk, who occupies a position of dignity and responsibility, could not have been discussed privately.

THAT FIRST OFFENDERS ACT.—We sometimes wonder how long it will be before the lay press realises that there has not been a "First Offenders Act" for some twenty odd years. There is a good deal in the name, because if people in general (including, perhaps, some lay justices) think of probation as being applicable to first offenders only they will deprive the probation system of a substantial part of its usefulness.

We read last week of a case of assault where the defendant was "discharged under the First Offenders Act," on the ground that he was certified to be suffering from epilepsy and unaware of what he was doing.

Apart from the misdescription of the Probation of Offenders Act, there is the point whether or not a man who was, by reason of epilepsy, unaware of what he was doing, ought to be found guilty at all of the criminal charge. If he were not liable to be dealt with as being of unsound mind, we should have thought he might have pleaded successfully that if he did not know what he was doing he could not be guilty of the offence of assault. And, of course, if he were not guilty he should have been acquitted.

Church Discipline and Courts of Summary Jurisdiction.

A DUTY which is sometimes overlooked is that laid upon "temporal" courts by s. 5 (4) of the Clergy Discipline Act, 1892, of sending to the Bishop of the diocese in which the court sits a certificate in the prescribed form of any conviction, order or finding which makes the preferment of a clergyman subject to be declared vacant, or renders him liable to prosecution under the Act.

The convictions, orders and findings referred to are (*a*) convictions for treason or felony or convictions on indictment for misdemeanour, where imprisonment to hard labour or a greater punishment is adjudged; (*b*) bastardy orders; (*c*) findings of adultery in a divorce or matrimonial cause; (*d*) orders for judicial separation in such a cause; (*e*) separation orders under the Matrimonial Causes Act, 1878.

Upon (*a*) it is to be remarked, first, that the condition as to the imposition of hard labour or a greater punishment applies to the conviction for any offence indicated in the section, whether treason, felony or misdemeanour; secondly, that on the face of the section a summary conviction for an indictable misdemeanour (such as obtaining money or goods by false pretences), is not within the section; but s. 27 (3) of the Summary Jurisdiction Act, 1879, must not be overlooked, whereby "the conviction for any such offence shall be of the same effect as a conviction for the offence on indictment."

Upon (*c*) one might enquire whether, if a court of summary jurisdiction, asked to set aside an order under the Summary Jurisdiction (Separation and Maintenance) Acts, on the ground of the wife's adultery, finds that she has committed adultery with a clergyman, this is a finding of adultery within the section. *Sweet* v. *The Bishop of Ely* [1902] 2 Ch. 508, 18 T.L.R. 632, 46 SOL. J. 531, settles that it is not. That decision is of very wide effect; matrimonial proceedings in a court of summary jurisdiction are not a "cause" at all.

The case cited governs the interpretation of (*d*).

As to (*e*) the effect of the case may be either that no order of separation under the Summary Jurisdiction (Separation and Maintenance) Acts is operative under the Clergy Discipline Act, or that the only such order which is operative is one on the ground sanctioned by the Matrimonial Causes Act, 1878 (now of course repealed), i.e., conviction for an aggravated assault.

So much for adjudications which make the preferment liable to be declared vacant. The convictions which make a clergyman liable to prosecution under the Act are convictions for acts constituting ecclesiastical offences, and when, where s. 1 does not apply, it has to be determined whether a certificate is to be sent, the question what is an ecclesiastical offence has to be considered; this can be a difficult enquiry. We cannot treat the matter exhaustively here. Halsbury's "Laws of England," Vol. XI, pp. 520 *et seq.*, and particularly note (*c*) on p. 522, may be consulted.

What is even less well known than the disqualification of the clergy is the extension of those disqualifications by the Parochial Church Councils (Powers) Measure, 1921, to laymen. Section 15 (2) says that "a person shall be disqualified from being elected or being a churchwarden or sidesman or a member of a council if a conviction, order or finding becomes or has at any time become conclusive against him, which if he were a clergyman would render him incapable of holding preferment under s. 1 of the Clergy Discipline Act, 1892," but there seems to be no requirement upon any judicial person to convey information to anyone as to such conviction, order or finding.

Mr. HUGH CYRIL KELLY, Solicitor (of the firm of Gamlin and Kelly, Rhyl, North Wales), has been appointed Clerk to the Justices for the Petty Sessional Divisions of Prestatyn (including Rhyl) and Rhuddlan.

The Coal Mines Act, 1930.

With special reference to other recent Mining Legislation.

By DAVID BOWEN, Barrister-at-Law
(*Formerly Head of the Mining Department, the University of Leeds.*)

III.

THE true scope, intent and effect of the Act can only be ascertained when appropriate meanings have been given to such of the words used in the Act as are not defined by the interpretation clause (s. 18). It is submitted that the following words used in the Act are to be construed as follows:—

Regulating.—This word occurs in the title and in ss. 1, 2, 3, 4 and 15 of the Act. Having regard to the provisions of the central and district schemes and the respective functions of the central council and district executive boards, "regulating" means "controlling, governing, determining, or directing by rules or regulations; subjecting to guidance or restrictions; adapting to circumstances and conditions; correcting by control; adjusting by time, quantity, etc., with reference to some standard or purpose."

Facilitating.—This word means "rendering easy or easier; promoting, furthering or helping forward; freeing from difficulty or impediment."

Production.—This word relates to "the quantity of coal or class of coal produced," and does *not* relate—it is submitted—to the method by which such coal is produced. To give the word a wider meaning as including "method of production" would involve the central council and district executive boards in the numerous and difficult technical questions of mining engineering methods and the management of mines which neither the central council nor the district executive boards, by their constitution, are necessarily qualified to determine. Furthermore, to hold that control of methods of production is by the Act vested in the central council and district executive boards, would involve the conclusion that every mine manager and official could escape liability under s. 101 of the Coal Mines Act, 1911, for breaches of the provisions of that Act, in so far as such breaches were induced by the instructions of the council or executive board as the case may be. The submission that this word must be regarded quantitatively only is supported by the provisions contained in ss. 2 and 3 of the Act, relating to allocations of output to districts and quotas of tonnage to individual mines respectively.

Supply.—Considered in terms of economics, this word means "the amount of the commodity produced and available for sale or disposal" as opposed to the correlative word "demand." In this sense the word would be equivalent to "production" as used in the Act, assuming that "production" means what it is submitted above it does mean. The word "supply" in that case would be tautologous and mere surplusage.

In the alternative, the word may mean "disposition" or "distribution," in which case it would mean something different from both "production" and "sale"—giving to the word "sale" the meaning and effect suggested below. Assuming that "supply" means "disposition," or "distribution," we are confronted with some difficulty in determining whether it means: (*a*) the proportions of the production or tonnage which are to be sent or sold to A, B, C, etc., respectively; or (*b*) the mine or mines which is or are to send or sell coal to A, B, C, etc. respectively; or (*c*) the routes or ways or means by which the coal is to be sent to A, B, C, etc. respectively; or (*d*) all of these matters, together with similar or other meanings.

It is submitted that full effect cannot be given to the co-ordinative functions of the central council under s. 2 (2) (*d*) of the Act, nor can one of the main purposes of the Act, viz., "facilitating" the supply of coal, be fulfilled, unless such a wide meaning and effect is given to the word "supply" as is suggested above.

J

It should be observed that the word "disposal" occurs in s. 3, and is defined by s. 18 as meaning—in relation to a coal mine—"the tonnage in saleable coal raised and weighed at the pithead at that coal mine, after deducting all coal to be used for the purpose of working the mine and all coal to be supplied free or at reduced rates for the use of persons who are or have been employed in or about the mine and the dependents of persons who have been so employed," and in relation to a district means "the aggregate tonnnage in saleable coal raised and so weighed at all the coal mines in the district after making the deductions aforesaid."

"Disposal" is therefore used in the same sense as "production," that is to say, quantitatively, and is not equivalent to "supply" in the sense submitted above.

Another sense in which the word "supply" may be used is that of "exchange" or "barter," involving a transfer of coal in consideration for other goods, e.g., pit props. This meaning is consistent with the use of the word in s. 3 (2) (*f*) of the Act, to be noticed later.

Sale.—This is to be distinguished from "supply" or "exchange" or "barter," since it implies the payment of money for the coal.

Owners of Coal Mines.—This expression occurs repeatedly in the Act, and by s. 18 the word "owner" is given the same meaning as in the Coal Mines Act, 1911, which defines "owner," when used in relation to any mine, as meaning "any person or body corporate who is the immediate proprietor or lessee or occupier of any mine, or of any part thereof, and in the case of a mine the business whereof is carried on by a liquidator or receiver, includes such liquidator or receiver, but does not include a person or body corporate who merely receives a royalty, rent or fine from a mine, or is merely the proprietor of a mine subject to any lease, grant or licence for the working thereof, or is merely the owner of the soil, and not interested in the minerals of the mine; but any contractor for the working of any mine, or any part thereof, shall be subject to this Act in like manner as if he were an owner, but so as not to exempt the owner from any liability."

It has been held that this definition of "owner" includes any one of two or more co-owners (see *R.* v. *Brown*, 7 E. and B. 757). A tenant under an agreement is a "lessee," and therefore an "owner" within this definition (see *Stott* v. *Dickinson*, 34 L.T. (N.S.) 291). But a person who "merely receives a royalty, rent or fine from a mine" is not an owner because he is also a lessee (*Arkwright* v. *Evans*, 49 L.J., M.C. 82). The words "and not interested in the minerals of the mine" apply only to the words "or is merely the owner of the soil" and not to either of the two classes of persons previously excluded from the definition of "owner" (*Evans* v. *Mostyn*, 2 C.P.D. 552; *Stokes* v. *Arkwright*, 66 L.J., Q.B. 845; *Devonshire* (*Duke*) v. *Stokes*, 76 L.T. 424). "Interested in the minerals" means having a proprietary or pecuniary interest (*Arkwright* v. *Evans*, *supra*; *Smith* v. *Hancock* [1894] 2 Ch. 377, 386, 390; *Gophir Diamond Co.* v. *Wood* [1902] 1 Ch. 950; *Hill and Co.* v. *Hill* (1886), 35 W.R. 137).

Coal.—By s. 18 of the Act, "coal" includes bituminous coal, cannel coal and anthracite. This definition does not exclude other kinds of coal. It is submitted that the word is wide enough to include not only coal in its native state, but also coke and coal briquettes (see *Bowes* v. *Ravensworth*, 15 C.B. 518, 523).

Coal Mine.—This means any mine or open working where the getting of coal (including for the purposes of Part IV of the Act, lignite or brown coal) is the principal object of the mining or quarrying operations (see s. 18).

Class of Coal.—This means a class determined according to the nature of the coal or of the trade, industry or other category of consumer supplied, or according to whether it be supplied for use in Great Britain or for export to any other country (see s. 18).

Output.—This word, in relation to a coal mine, means the tonnage in coal raised and weighed at the pithead at that coal mine, and in relation to Great Britain or a district, means the aggregate tonnage in coal raised and so weighed at all the coal mines in Great Britain or the district, as the case may be (see s. 18).

Effect of Establishment of Schemes.—The regulating functions of the central council and district executive boards respectively are to be ascertained from the provisions of ss. 2 and 3 of the Act respectively, a summary of which has already been given in the previous article. By s. 18 "functions" means powers and duties. The powers vested in the council and boards, as the case may be, are co-extensive with the duties.

The quantity to be produced, the destination of the produce, and the price to be charged for the produce, appear clearly within the control of the council and executive boards; it is suggested that the routes, ways and means of distribution are also within such control. What appears to be left within the control of individual owners is mainly a matter of mine management and conduct of underground operations. But the control vested in the council and executive boards must, it is suggested, have very considerable effect indirectly upon the conduct of operations below ground. For example, it need scarcely be emphasised that if only x tons are to be produced at a particular mine, it is a matter of economy to concentrate on getting such x tons from such part or parts of the mine as will involve the owners in the minimum production costs, having regard to the fact that the costs of underground haulage, repair and maintenance of roads, supervision, support, and the like matters are, other things being equal, least where productive effort is concentrated. If one part of a mine, with its independent haulage system, is capable of providing the total output allocated to the whole mine, it is cheaper to concentrate production in and from that part than to produce part of the determined tonnage from one part of the mine and the remainder from another or other part or parts.

By the same reasoning, if an owner has two pits A and B, A being equipped to deal with a production of one million tons a year, and B being equipped to deal with only half that quantity, and the quota for that owner is only half a million tons a year, it may be more economical for the owner to produce from pit B than from pit A and to keep pit A idle for the time being. If, on the other hand, the quota is over half a million tons a year and not more than a million tons, it would—other things being equal—be more economical to work pit A and keep pit B idle for the time being. This consideration is recognised by the proviso to s. 3 (2) of the Act, under which a district scheme may provide for the determination of the standard tonnage of, and quota for, any two or more coal mines in the district which are worked by the same colliery undertaking as if they were one coal mine.

Concentration of production in such manner has its consequences in other respects. Where the minerals in the area worked by a mine are held from a number of lessors, under a number of different leases, it may be that concentration of production in one part of the area held under one lease may involve the mine owner in breaches of covenant in regard to the other parts of the area held under other leases, as where the mine owner is under an absolute obligation imposed by a lease to work without intermission in the demised coal; for his obligation in this respect, if absolute, is not affected by the fact that he is at the same time obliged to work the minerals of other lessors (see *Eckersley* v. *Wigan Coal, etc., Co.* (1910), 102 L.T. 264; 103 L.T. 468).

The question then arises whether the establishment of the schemes under this Act and the regulating and facilitating powers of the council and executive board for that district afford an adequate defence to a claim for damages on the part of a lessor for breaches of covenant which are the direct consequence of the efforts of the mine owner to comply with

the Act and the provisions of the schemes in the most economical manner.

If the answer is in the affirmative, it would follow that the rights of mineral lessors are virtually curtailed to a startling degree, for if lessees can, on such grounds, escape liability, or if remedies are curtailed or are rendered unenforceable the correlative rights become correspondingly valueless.

It is submitted that this consequence does not necessarily follow. Compliance with the provisions of the Act is not necessarily inconsistent with the obligations of a lessee under a lease. But it may well be that considerations of this and similar kinds will from time to time come before the central council and district executive boards for decision ; and possibly recommendations to the Board of Trade under ss. 2 (4) and 3 (4) may follow in this respect.

This and succeeding articles which it is intended to publish are reprinted or adapted by Mr. Bowen by arrangement with the proprietors of the *Colliery Guardian* from fuller and more technical articles which he is contributing week by week to that journal.

Company Law and Practice.

XLIII.

Protection of Class Rights.—II.

In *Re Drey Simpson & Co.*, mentioned in this column last week, and reported in *The Manchester Guardian* for the 31st July last, the facts were these. The nominal capital of the company was £120,000, divided into 60,000 6 per cent. cumulative preference shares of £1 each and 60,000 ordinary shares of £1 each. At the date of the petition 23,470 of the preference shares had been issued, of which the petitioner held 9,250 ; 42,500 ordinary shares had been issued.

A scheme was propounded by which 30,000 of the unissued shares, made up of 15,000 of each class, were to be converted into redeemable preference shares, which were to be issued to creditors of the company in satisfaction of their debts. It will be remembered that s. 46 of the Companies Act, 1929, provides that a company limited by shares may, if authorised by its articles, issue preference shares which are, or at the option of the company are to be liable, to be redeemed, subject to the various restrictions and provisions contained in the section. A question has been raised (though not, apparently, in these proceedings) as to whether this section gives power to convert shares which, before the commencement of the Act, were authorised but not issued, into redeemable preference shares and issue them as such, but there seems to be nothing in this, for the authority conferred is merely to issue—if, of course, it had been to create and issue, no doubt the position would have been different.

As this proposed scheme would vary the rights of the persons who held the issued 6 per cent. preference shares, a meeting of the holders of such class of shares was summoned, and a resolution ratifying and confirming a conditional agreement for carrying out the proposed scheme was submitted to the meeting. The meeting was not a crowded one, and, of the four persons present, three voted for the resolution, and one against, on a show of hands. As mentioned last week, the opposing shareholder then demanded a poll, which demand was refused by the chairman on the ground that three persons must demand a poll. This refusal was wrong, and on this rock the scheme foundered ; the opposing shareholder presented a petition under s. 61, and though it was not acceded to on the grounds referred to in the section, the resolution was held not to be duly passed, the practical result being the same.

The Vice-Chancellor in his judgment said the petition was based on two grounds—first that the proposals were unfair to the holders of the 6 per cent. preference shares, and second, that the resolution of the class consisting of such holders was not duly passed. After explaining that, in his opinion, the second ground could only be dealt with by action, but that counsel for the company had agreed to its being dealt with on the petition then before him, the Vice-Chancellor proceeded to deal with s. 61.

"For the petitioner to succeed on the first point," he says, "it is not enough to show that the scheme would operate unfairly to himself ; he must show that it is unfair to the whole class, in this case the preference shareholders. As between the existing preference shareholders and ordinary shareholders, the rights of the former are left intact. The scheme does not interfere with them in any way ; but a new class of redeemable preference shares is to be created in front of them. I do not think that unfairly prejudices the class represented by the applicant."

It is not, perhaps, easy to visualise a case in which a class is "unfairly prejudiced," which is the wording of the section, short of fraud, or perhaps a case where one of the members of the class in question has interests conflicting with the interests of his class. Any variation of class rights must prejudice the class, from its very nature, and it is only left to determine the true construction to be put upon "unfairly" in this context. The unfairness must come from within, it is submitted, though the report does not seem to bring this out clearly ; and the only way in which such unfairness may exist seems to be by the exercise by the majority of its voting rights in a way not permitted by a court of equity. How a court of equity does permit persons to exercise their voting rights is not always easily discernible, but one may perhaps say that the interest of the class is dominant, and must be so treated by each voter (*British America Nickel Corporation Ltd.* v. *O'Brien* [1927] A.C. 369), but that each voter may to some extent consider his individual interests, though they are not necessarily shared by other members of the class (*Goodfellow* v. *Nelson Line* (*Liverpool*) *Ltd.* [1912] 2 Ch. 324). Stated thus baldly, these cases might appear to be at variance, but *Goodfellow's Case* was approved, though distinguished, in the *British America Case*. The whole question of the exercise of rights of voting is somewhat involved, and there is no space here to go into it, but an attempt will be made to do so before long. It is peculiarly a branch of the law in which it is dangerous to generalise in any way, for each case must be determined on its merits or demerits, and the line of demarcation between the two is extraordinarily fine, and indeed sometimes by no means easy to discern at all.

As previously indicated, however, if, in order to determine whether the section can be applied, we must first of all find out whether the courts would in any case have interfered with the scheme as being an abuse of voting rights, the section appears to be of little value, except in that an action is no longer necessary. To counterbalance any advantage to be obtained from proceeding by way of petition there is the disadvantage of the necessity for a fifteen per cent. support for the application.

(To be continued.)

A Conveyancer's Diary.

Maintenance of Infants out of Class Gifts.

That all legacies to infants do not yet necessarily carry maintenance was made evident by the case of *Re Raine* [1929] 1 Ch. 716, on which we commented *ante*, p. 181. An ingenious attempt was made in that case to apply s. 175 of the Law of Property Act, 1925, to a pecuniary legacy, but Eve, J., had little difficulty in rejecting it. It should also be noted that the section does not apply to the wills of testators dying before 1926, in which the old rule prevailed, namely, that the income of contingent or future devises did not pass by them, and the statutory power to apply income for maintenance in such case being therefore expressly excluded by the Trustee Act, 1925, s. 31 (3). The principle was applied in

Re Astor [1922] 1 Ch. 364, and in *Re Averill* [1898] 1 Ch. 523, it was held that the old common law rules applied even to an equitable estate, so that the first of a class attaining the qualifying age of twenty-one took the whole income to the exclusion of other potential members of the class. It seems obvious to modern minds that this is not a fair working of a testator's bounty, and a gift of "as well the income as the corpus" to the class was held to displace the rule in *Re Stevens* [1915] 1 Ch. 429, and see also *Re Bird* [1927] 1 Ch. 210, as to the incidence of the Settled Land Act in such case. *Re Averill, supra,* however, must still be respected by the trustees of wills taking effect before 1926. For wills after that date the new rules may be regarded both as more just and more convenient.

The Easement of Drainage.

If a vendor shows a satisfactory title to a plot of land abutting on a street on which a new house is erected or to be erected, the usual pink colouring extending to the front railing, the purchaser will see the road, which may or may not be made up, and all may appear in order. Obviously, however, in our civilised times, the house to be habitable must possess a water supply and be properly drained. The purchaser's legal advisers need hardly trouble about the water supply, for water companies and authorities have certain statutory powers of laying their pipes along suitable courses. And local authorities have similar power with respect to sewers. A single drain from a private house, however, is not a sewer. As between the local authority and the owner of a house, the latter has the right to connect up his drain with the sewer conferred by s. 21 of the Public Health Act, 1875, and the corresponding provision in the Metropolitan Acts. That this right, however, does not necessarily make the connexion one which the owner of the soil is bound to recognise as a lawful intrusion on his property, is apparent from *Wood* v. *Ealing Tenants Ltd.* [1907] 2 K.B. 390. In that case, a house was built abutting on a certain passage-way, and the local authority, upon the request of the owner, connected his drain with their sewer. The defendants, owners of the soil of the passage-way, removed the connecting pipes under their land, and, on an action of trespass by the owner of the house, it was held by Darling, and A. T. Lawrence, JJ., that they were justified in so doing. It may be added, however, that in *Grant* v. *Derwent* [1928] 1 Ch. 902, and (C.A.) [1929] 1 Ch. 390, the above case, though recognised as binding and not actually over-ruled, was greatly narrowed in scope, for it was clearly the opinion of all the judges (though it was not actually necessary so to hold) that the owner of the road has no right of action against the owner of the house which has the connexion made if the work is done by the local authority with due observance of the procedure under s. 21. Since *Wood* v. *Ealing Tenants Ltd.*, is not over-ruled, it may still be prudent to make a requisition, for the distinction depends on the procedure adopted in laying the drain, which can be ascertained only by inquiry. If the owner of the plot of land also owns the soil of the road, the grant of the house would no doubt be held to cover that of the drain, if made or shown on a plan, or probably in any case as an easement of necessity. That the vesting of a street in the local authority does not wholly displace the rights of the owner of the sub-soil is evident from *Mayor of Tunbridge Wells* v. *Baird* [1896] A.C. 434. Nevertheless, if there has been any irregularity in making the connexion in a street taken over by the local authority, it is submitted that the Prescription Act would apply, because the presumption that a town house drains into a sewer in the middle of the road is so strong that it would be held that the enjoyment of the drainage easement, though the pipe was not visible from the surface, was not secret: see *Schwann* v. *Cotton* [1916] 2 Ch. 459.

Mr. Cyril Henry Haines, M.B.E., Barrister-at-Law, has been appointed Registrar of His Majesty's Supreme Court for China.

Landlord and Tenant Notebook.

Vesting Order on Disclaimer.

The provision contained in the Bankruptcy Act, 1914, s. 54 (6), reproduces the law contained in the earlier Bankruptcy Acts, including the amendment made by that of 1890. The language has scarcely been altered. In the early days of this legislation a number of practice points arose and were settled by judicial decisions. Thus it was at first doubted, by Cave, J., in *Re Parker and Parker; ex parte Turquand* (No. 1) (1884), 14 Q.B.D. 405, whether a landlord had a right to apply for a vesting order under a section designed to confer rights on sub-tenants and mortgagees. As the effect of disclaimer was tantamount to that of surrender, it would seem that such an application could only assist the applicant by expediting matters. But when in *Re Cock; ex parte Shilson* (1887), 20 Q.B.D. 343, the landlord adopted the device of putting possible claimants to their election, Cave, J., sitting in a Divisional Court, revised his former opinion in so far as to rule that it was open to the landlord to take the offensive in this way; this decision was speedily approved and followed in *Re Finley; ex parte Clothworkers Co.* (1888), 21 Q.B.D. 475; C.A., and the application in question is now the established practice.

Judicial discretion in the matter of procedure was illustrated by *Re Morgan; ex parte Morgan* (1889), 22 Q.B.D. 592, in which the registrar had refused to make a vesting order because a first assignee had not been served with notice of motion. It was argued that the assignee could have no interest, but the Divisional Court held that the registrar was entitled to refuse the order, and made a conditional order which would enable the applicant to comply with the requirement.

In a case in which leave to disclaim was necessary, further indications of the extent of discretion in practice matters was provided by *Re Britton* (1889), 37 W.R. 621. The lessor, on being served with notice of the application for leave to disclaim, served, without waiting for the result, notices requiring consent to a vesting order, and did so without swearing any affidavit in support. It was held that his action was not premature, but that he took the risk of his application being dismissed with costs if leave to disclaim were not granted; as regards the affidavits, that was a matter for the judge.

The scope of the sub-section was usefully demonstrated by the decision in *Re Holmes; ex parte Ashworth* [1908] 2 K.B. 812, in which the bankrupt had mortgaged four portions of the demised premises to separate mortgagees, the remainder not being disposed of in any way. The four appointed a trustee, who applied for a vesting order to include the whole of the parcels comprised in the disclaimer. The solvency of the trustee not being in question, the court saw no objection to the somewhat novel proposal and made the order asked for.

As regards the main principles, the discretion in granting or refusing the order has been discussed in several cases. It is wide enough to permit of terms and conditions being imposed. "*Primâ facie*, a mortgagee or underlessee who, by taking a vesting order, deprives the landlord of his right of re-entry, should only be allowed to do so if he is willing to give the landlord those terms which the landlord would have got from him in proceedings in ejectment": *Re Walker; ex parte Mills* (1895), 67 L.J., Q.B. 783, in which brewers, as mortgagees of the lease of a public-house, asked for an order on the terms that they should not be liable for past breaches; the order made gave them the right to surrender at six months' notice. This case occurred shortly after the Bankruptcy Act, 1890, had amended the provision and widened the discretion by permitting the court, in suitable cases, to vest the lease subject to such liabilities as would be imposed by an assignment at the date of the bankruptcy petition. Such a course puts the grantee into the favourable position of being able to get rid of his responsibilities by assigning over to a man of

straw. The principle which should guide the court as regards which order to make was fully discussed and enunciated in *Re Carter & Ellis ; ex parte Saville Bros.* [1905] 1 K.B. 735 ; C.A., in which an appeal against a refusal of the more favourable order was allowed. The circumstance to which most attention was perhaps paid in the Court of Appeal was the fact that the lease had contained no covenant against alienation ; another factor was the absence of negligence on the part of lessors and mortgagees, who had had no reason to anticipate insolvency on the part of the tenant. The principle laid down is tersely expressed by saying that when such a course will put the landlord in no worse and the applicant in no better position, the latter should not be compelled to accept the liabilities of an original tenant.

Our County Court Letter.

BANKRUPTS AND THEIR PENSIONS.

In the recent case of *In re Brooking*, at Plymouth County Court, the official receiver, as trustee, moved for an order under the Bankruptcy Act, 1914, s. 51 (2) setting aside a portion of an annual pension of £195 13s. 4d., which was payable to the bankrupt as an ex-sergeant of the Cornwall Constabulary. The bankrupt had retired in 1927, and his liabilities were £140 7s., while the only asset was £10 deposited with his solicitor for the costs of the petition. The respondent opposed on the ground that he had made an offer of £5 per quarter, which the creditors had not accepted, and that no part of the pension could be set aside, as additional expenses had been incurred since the offer, in respect of the maintenance of a daughter. His Honour Judge Lias held that the official receiver was entitled to a small order, but, if the bankrupt's circumstances improved, an application could be made for an increased amount. In the meantime the sum ordered to be set aside out of the pension would be fixed at £10 per annum.

This decision followed *In re Garrett* [1930] W.N. 155, in which the bankrupt had been a detective inspector in the City of London, and had retired in 1925 with a pension of £281 a year. His liabilities being £1,275, and his assets £83, the official receiver applied for an order under the above section at Southend County Court, where a question arose as to jurisdiction. His Honour Judge Crawford therefore stated a case under the above Act, s. 100 (3) for the opinion of the High Court as to whether he was precluded from making the order by the Police Pensions Act, 1921, s. 14 (1). Mr. Justice Farwell observed that the last-named Act prevented the pension from vesting in the trustee under the Bankruptcy Act, 1914, s. 18 (1) the object being to preserve it for the support of the bankrupt and his family. If, however, the amount was more than sufficient for the purpose, the court could apply the surplus for the creditors' benefit under s. 51 (2), but this did not have the effect of vesting any part of the pension in the trustee. There would therefore be no breach of the Police Pensions Act, 1921, and the county court judge was entitled to make such order as he might think fit.

A leading case on the subject is *In re Sanders* [1895] 2. Q.B. 424, in which the bankrupt was a retired major-general, against whom an order had been made at Wandsworth County Court under the then equivalent of the first-named section, *supra*. An appeal was entered on the grounds that, under the Indian Pensions Act, 1871, s. 11, the pension was inalienable, and (2) under the Indian Code of Civil Procedure, s. 266, the pension was excepted from the property vesting in the receiver on insolvency. The Divisional Court (Mr. Justice Vaughan Williams and Mr. Justice Kennedy) held that there was jurisdiction to make the order, but, as it would defeat the object of the Indian legislation, the county court judge should have refused the application in the exercise of his discretion. This decision was upheld in the Court of Appeal, although Lord Esher, M.R., pointed out that the Divisional Court had gone too far in holding that such an order ought never to be made. On the particular facts, however, the judgment of the Divisional Court was a better exercise of the discretion than the order of the county court judge. Lords Justices Kay and A. L. Smith concurred, in view of the fact that the pension was the sole support of the bankrupt and his wife, who had no private income.

Practice Notes.

THE VALIDITY OF BYE-LAWS.

The question of whether a bye-law can be valid, in the event of its overlapping a statute, was recently considered in *Biddle* v. *Lewis and others*, at Monmouth. The defendants were charged with confining a beast in a slaughterhouse in breach of a bye-law which required a butcher to have a pen as well as a slaughterhouse, and the case for the prosecution was that a live beast had been penned up amongst some carcases of lamb. Considerable bellowing ensued, and cruelty was alleged by reason of the natural instinct which indicated the purpose for which the beast was confined. The case for the defendants was that (1) the slaughterhouse and the pen were identical, and next to each other, so that it was immaterial which building was used as a pen ; (2) the defendants were unaware of the bye-law, which was stated to have been in force for thirty-five years ; (3) the prosecution was based on cruelty, which could be adequately punished under the Protection of Animals Act, 1911. It was therefore contended that, as the Municipal Corporations Act, 1882, s. 23, only enabled corporations to make bye-laws for the prevention and suppression of offences not otherwise provided for, the bye-law was invalid. The bench ruled otherwise, but, as the above was the first case of its kind, the summonses were dismissed on payment of costs.

MOTOR ACCIDENTS AND ROAD REPAIRS.

Two recent cases illustrate the conditions affecting the onus of proof in regard to the above. In *Keens* v. *Nottingham County Council*, at Nottingham County Court, the plaintiff had been driving her car through a fog upon a road covered with ice, when she came upon a horse and cart drawn across the road. Her speed being only 10 miles an hour, she managed to stop behind the cart and against a heap of sand, but the latter crumbled away and allowed the plaintiff's car to roll down a bank. The plaintiff therefore claimed £64, but the defence was that (1) there was no ice and the road was sanded ; (2) skid marks had been traced for 22 yards ; (3) the fog was not thick, as a roadman had seen the car 70 yards away, and had shouted to the plaintiff to stop ; (4) it had been necessary to make the gap in the railings (through which the car fell) in order to carry out the tipping. His Honour Judge Hildyard, K.C., held that, with a visibility of 10 yards (as stated by the plaintiff) she should have travelled slowly enough to stop in that distance. The defendants were repairing the road in a proper way without negligence, and were therefore entitled to judgment.

In *Lee* v. *Nottingham Corporation*, also at Nottingham County Court, the plaintiff had been driving during a wet night along a newly widened road, which suddenly narrowed from 41 feet to 29 feet. An obstruction was therefore formed by a hedge jutting into the road, and, as this was not lighted, the plaintiff's car ran into it, although he had been following the curb. The police had reported the danger seven months previously, but a white fence was not erected until two days after the accident. The plaintiff admitted that he was not using headlights, owing to meeting traffic, but denied that he would also have run into cattle or a pedestrian, as he would

have seen them moving. The defendants' case was that the accident was due to the lack of headlights, but His Honour Judge Hildyard, K.C., gave judgment for the plaintiff for £45. It had previously been held by the Court of Appeal in *Oldham* v. *Sheffield Corporation* (1929), 43 T.L.R. 222, that the appearance of a continuous road entitled the plaintiff to recover.

Reviews.

English Constitutional History from the Teutonic Conquest to the Present Time. By THOMAS PITT TASWELL-LANGMEAD. Ninth Edition by A. L. POOLE, M.A., F.S.A., Fellow and Tutor St. John's College, Oxford. 8vo. pp. xxvi and (with Index) 784. London: Sweet & Maxwell, Ltd. 21s. net.

Taswell-Langmead's volume has long been recognised as the most readable of the various works dealing with English constitutional history, and it has well deserved the success it has achieved. First published in 1875, it received additions from time to time by the author and the editors who, after his early death, were entrusted with the task of bringing the work up to date. In the present issue the editor, Mr. A. L. Poole, has wisely discarded the practice adopted by his predecessors of leaving the text practically as it was written and revised by the author in 1879, and of relegating to footnotes such corrections and additions as were deemed necessary, for, as he points out, to state a theory in the text and contradict it in a note merely tends to confuse the reader. Accordingly, he has woven into the text the alterations and corrections rendered necessary by recent constitutional developments, by legislation, and by the result of researches of such writers as Maitland, Vinogradoff and McKechnie. All this has been done with such skill as to give a new value to the work. We have missed, indeed, an occasional note with which we were familiar in an earlier edition—for example, in chapter VIII, the apt quotation from Freeman's "Growth of the English Constitution" showing that the younger children of the King, like all the children of living peers, are commoners—but as an offset to this we have found much of value that was absent from the earlier editions. Recent changes, such as the progress of colonial self-government, the radical alterations in local government effected by the legislation of the last few years, the new status given to Ireland, and the increasing strength of the Indian nationalist movement, have received brief but adequate treatment, and bring the work abreast of the time of publication. Only one small oversight we have been able to detect. In the note on the Judicial Committee of the Privy Council at p. 154 the limitation on the number of Dominion judges who may be members of the Committee there stated was completely removed by s. 13 of the Administration of Justice Act, 1928. This is perhaps worth calling attention to in view of the increasing importance of the Dominions and their relation to the mother country. A word should be added in praise of the clear type and general get-up of the book; the index also seems to have been improved.

Books Received.

Workmen's Compensation and Insurance Reports. 1930. Part 2. G. WHITFIELD HAYES. London: Stevens & Sons, Ltd.; Sweet & Maxwell, Ltd. Edinburgh: W. Green and Son, Ltd. Annual subscription £2, post free.

Tolley's Tax Manuals. 2. Super-tax and Sur-tax (British and Irish Free State). Second Edition. 1930. How computed and assessed, with Index and List of decided Cases. CHARLES H. TOLLEY, A.C.I.S., F.A.A. London: Waterlow and Sons, Ltd. 2s. 6d. net.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On the 12th September, 1806, Lord Thurlow died at Brighton.

His remarkable legal career commenced in the office of Mr. Chapman, a solicitor, where Cowper, the poet, was his fellow pupil. He practised at the Junior Bar for a remarkably short time, taking silk seven years after his call. He became Lord Chancellor in 1778.

In manner he was churlish and over-bearing, partly by nature and partly as a pose. The intense industry of his application he chose to disguise under an appearance of the utmost idleness and indifference. His dark, forceful and forbidding expression made him look, as Fox said, "wiser than any man ever was."

The ability, the restless energy, by which he emerged from obscurity to eminence, all but attained the level of genius. Yet, overwhelming as he was in debate and impartial in the execution of his functions, he was surpassed in his various fields of action by Burke, Sheridan, Yorke and Wedderburn.

The following contemporary estimate justly appraises him: "With powers fitted for anything, he has as yet done nothing, and although he seems the wonder of the present age, will perhaps scarce meet the notice of posterity."

WAIVING THE FORMS.

Recently a magistrate at Maidenhead appeared on the Bench in a tennis shirt open at the neck.

A little elasticity in the matter of forms is an excellent thing, but Justice John E. Mack must hold the world's record in this respect if we are to believe the news from White Plains (N.Y.). He is "no stickler for etiquette," he says, and the proper attitude for a juryman in his court is to put his feet on the rails, take off his coat and light a cigarette.

In England we are still eccentric enough to withhold from our courts the amenities of a club and our ushers would undoubtedly suppress any manifestations of the Lansbury Lido spirit.

When a tropical temperature now and then forces the horse-hair from the heads of judge and counsel, informality has usually run its course.

Still, it is recorded that once at Lewes Assizes, when Baron Martin gave leave to doff wigs, a stout juryman exclaimed: "A werry good suggestion, my lord," and took off his coat.

On the 28th August, 1760, was born Sir John Leach. Most of his judicial career was spent as Vice-Chancellor, an office whose creation he had formerly opposed. He was a fine gentleman, a friend of the Prince Regent, and much more popular in society than in the profession.

In those days Eldon, as Lord Chancellor, was protracting procrastination in Chancery. Leech, by contrast, disposed of the cases before him with a miraculous rapidity which gave, if possible, less satisfaction than the prolonged delays of the senior judge. A contemporary rhyme thus sums up the situation:—

"In Equity's high Court there are
Two sad extremes 'tis clear;
Excessive slowness strikes us there,
Excessive quickness here.
Their source 'twixt good and evil brings
A difficulty nice:
The first from Eldon's virtue springs,
The latter from his Vice.

As Master of the Rolls, the effect of Leach's laconic, oracular judgments to which he preferred to append no reason was particularly awe-inspring. The court sat in the evening and the lamps were so shaded that the judge was invisible. After an argument, silence would reign for a moment, and then a voice awful and solemn would boom from the darkness, "The Bill is dismissed with costs."

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Bastardy Acts—Right to the Information—Process—Relevant Statutes.

Q. 2000. Some time ago an order under the Bastardy Acts was made against A in respect of an illegitimate child. A is not aware of the whereabouts of either the complainant or the child and desires proof that the child is still alive, but the collecting officer refuses to furnish any information whatever to A. Information is desired as to—

(1) Whether A is entitled as of right to the information required by him; and

(2) If so, whether there is any process open to A whereby he can obtain same.

An examination of the relevant statutes, etc., has been abortive.

A. As the order was made some time ago we think it is quite reasonable that A should demand proof that the child is still alive, though we do not consider he is entitled as of right to know the whereabouts of either child or mother. We know of no process whereby A can obtain the information. We suggest as a practical means of finding a way out of the difficulty that A should stop making payments for a time. He does this, of course, at the risk of having to pay costs and even of being arrested on a warrant. Probably, however, he will be summoned. Upon answering the summons he can inform the justices of his reasons for suspending payment, explaining that he does not wish to be recalcitrant, and can then, without formally admitting that arrears are due, put the collecting officer or the complainant to proof that the child is still alive. Possibly the justices may even go further and be able to assure A that the child is being properly looked after to the knowledge of the collecting officer.

Dwelling-house as Business Premises.

Q. 2001. By a verbal agreement in 1910 A becomes a yearly tenant of a dwelling-house at a rent of £60 per annum, payable quarterly. A used, and still uses, part of the house to carry on his drapery business. The rent was increased to £78 in March, 1921. The landlord now demands a further increase in the rent and A is prepared to pay it provided his landlord grants him a valid lease, say for ten years, otherwise he refuses to pay the increase. The landlord does not require the premises for his own use. Advise the tenant generally. Can he be ejected?

A. Under the Increase of Rent, etc., Act, 1920, s. 12 (2) (ii), the application of the Act is not excluded by reason only that part of the premises is used as a shop or for business or trade purposes. The letting as a dwelling-house brought the premises within the Act, and they are not yet de-controlled. The tenant cannot therefore be ejected, but, if a compromise is reached, the grant of the lease will de-control the premises under the 1923 Act, s. 2 (2). It is apprehended that there was no question of breach of covenant (or waiver of such breach) by reason of A's carrying on the drapery business. On the latter point, see a "County Court Letter," entitled "Breach of Covenant and Rent Restriction" in our issue of the 23rd August, 1930.

Restrictive Covenants—Registration.

Q. 2002. A was the owner of a building estate which he offered for sale by auction, in lots, subject to printed particulars of sale setting out restrictive covenants affecting all the lots. Some of the lots were sold at the auction sale, and others by private contract. Some of the sales took place before 1926, and the rest since the 1st January, 1926. The whole of the building estate has now been sold. It has not been the practice of A's solicitor to register the conveyances containing the restrictive covenants subject to which the lots were sold, but in one or two instances this has been done. Please advise:—

(1) Whether all the conveyances executed since 1st January, 1926, and containing restrictive covenants, ought to have been registered under the Land Charges Act?

(2) Whether such conveyances should now be registered, seeing that A has sold all the estate, and that the restrictive covenants formed part of a building scheme.

(3) Whether, if a purchaser from A, selling part of the land he purchased, has caused the conveyance by such purchaser to a purchaser from him, to be registered, the necessity for the registration by A of his conveyance, is done away with?

(1) Yes; to render the assigns of the purchasers liable to direct action for breach of the restrictive covenants.

(2) It is possible that a building scheme published after 1925 might entail a liability on the part of the vendor to register. The question would require careful consideration of the stipulations. It can hardly be said however that the Act has imposed any liability in respect of a scheme published before its passing.

(3) No. There appears however to be no objection to a purchaser from A registering the covenants against himself before he has re-sold and subject to the rights of any mortgagee from him under a mortgage executed before the registration.

Contribution to Purchase-Money of Property.

Q. 2003. Some years ago A was in business with his father B. An opportunity offered itself of purchasing a certain house which A wanted in which to reside. B at the same time had moneys belonging to his son A in hand to an amount of approximately £500. A asked his father to buy the house for him, and B made the purchase accordingly. The purchase money was £800—B found the balance himself, and took the conveyance in his own name. A went to live at the place, regarding it as belonging to him. There had never been any question of his paying B any rent—and A has in fact expended a considerable sum—upwards of £200—in reconstruction and repairs. It now appears that B, who has mortgaged the house to a local bank, is now proposing to sell same. What course should A adopt to protect his rights? Is he liable to give up possession to a purchaser, if so upon what notice.

A. It should be ascertained exactly how many years ago the purchase was made, as if this was twelve years ago A has acquired a title to the house by adverse possession, and cannot be forced to give up possession. If the purchase was made less than twelve years ago, but before 1926, the house is vested in the public trustee, under the L.P.A., 1925, 1st Sched., Pt. IV, para. (1), (4). B's version of the transaction will doubtless differ from A's, but additional evidence is required as to whether B's £300 was a gift or a loan to A and whether B is a trustee for A (in whose favour a vesting deed should be executed) or whether A and B are entitled to hold the property on the statutory trusts, after appointing themselves as new trustees in place of the public trustee. A should adopt the course of protecting his rights by notice of his claim to the property (or a share therein) delivered to B, to the bank as mortgagees, and to the auctioneer or proposed purchaser, if known.

Notes of Cases.

Court of Appeal.

Luton Revenue Officer *v.* Deeley.

Scrutton, Greer and Slesser, L.JJ. 11th July.

RATING—INDUSTRIAL HEREDITAMENT—PRIMARY PURPOSE—DE-RATING—BAKEHOUSE—RETAIL SHOP AND DWELLING-HOUSE—RATING AND VALUATION (APPORTIONMENT) ACT, 1928 (18 & 19 Geo. 5, c. 44), s. 3.

Appeal from the Divisional Court.

This appeal raised the question whether certain premises at Luton, occupied by the appellant, were occupied and used for "the purposes of a retail shop" within the meaning of exception (*b*) in sub-s. (1) of s. 3 of the Rating and Valuation (Apportionment) Act, 1928. If they were so occupied and used they would be excluded from the benefits of de-rating. The premises consisted of a large bakehouse and a retail shop. There was also a dwelling-house on the premises for the owner or manager. The products of the bakehouse were either sold over the counter in the retail shop or sent out directly from the bakehouse by roundsmen to fulfil orders which they had taken directly from customers. The latter sales were by far the most numerous and financially important. These orders were booked at the shop and the accounts were sent out from the shop. The assessment committee held that the hereditament should be de-rated and entered it in the special list for that purpose. But the Divisional Court removed it from the special list, holding that the primary purpose and use of the hereditament was that of a retail shop and dwelling-house combined, which was not a factory purpose within the meaning of the Act. The occupier, Mr. Deeley, appealed.

The COURT allowed the appeal, holding that the Divisional Court were wrong in looking outside the hereditament to determine the primary purpose of its occupation and use, and that they were wrong in treating the sale of the products outside as the primary purpose. There was no ground in law for holding that the sale was more important than the manufacture. The hereditament must be restored to the special list to be de-rated. Appeal allowed.

COUNSEL: *Konstam*, K.C., and *Michael E. Rowe; The Attorney-General* (Sir William Jowitt, K.C.), *Wilfrid Lewis* and *Colin Pearson*.

SOLICITORS: *Neve, Beck & Crane; The Treasury Solicitor*.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

Tudor Accumulator Co. Limited *v.* China Mutual Steam Navigation Company Limited.

Scrutton, Lawrence and Greer, L.J.J. 28th July.

PRACTICE—INSPECTION—"PROPERTY OR THING"—"SUBJECT OF . . . CAUSE OR MATTER"—PROCESS OF MANUFACTURE—METHOD OF PACKING BATTER PLATES FOR SHIPMENT—ORDER FOR INSPECTION DISCHARGED—R.S.C. ORD. 50, r. 3.

Appeal from an order of Roche, J.

In June, 1930, the plaintiffs issued a writ claiming damages for alleged breach of contract and/or duty in relation to the carriage of a consignment of battery plates from Liverpool to Sydney in October, 1928. The plates were packed in cases, and out of a consignment of seventy-five cases, a number of the cases were found to be damaged, apparently by fresh water, but it was not known how the damage in fact occurred or was caused. In July, 1930, on a summons for directions, Roche, J., ordered the delivery of points of claim and points of defence. He further ordered, under R.S.C., Ord. 50, r. 3, that the defendants' surveyor and two members of their technical staff be at liberty within a fortnight of delivery of points of defence, and on three days' notice to inspect the method adopted by the plaintiffs in manufacturing and packing plates for shipment; but the defendants were not to have a right without further order to inquire into matters which were secret processes. By Ord. 50, r. 3: "It shall be lawful for the court or a judge, and upon such terms as may be just, to make any order for the detention, preservation, or inspection of any property or thing, being the subject of such cause or matter, or as to which any question may arise therein, and for all or any of the purposes aforesaid, to authorise any persons to enter upon or into any land or building in the possession of any party to such cause or matter, and for all or any of the purposes aforesaid to authorise any samples to be taken, or any observation to be made or expedient for the purpose of obtaining full information or evidence." The plaintiffs appealed against the order for inspection.

The COURT allowed the appeal, holding that an order to inspect the method of manufacturing and packing plates for shipment could not be made under Ord. 50, r. 3, which only authorised an order for the inspection of any "property or thing" and a method of manufacture and packing was neither "property" nor "thing" within the meaning of the rule. Appeal allowed.

COUNSEL: *G. St. C. Pilcher; Le Quesne*, K.C., and *W. L. McNair*.

SOLICITORS: *William A. Crump & Son; Stokes & Stokes*, for *Alsop, Stevens & Collins Robinson*, Liverpool.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Revenue Officer, Middlesbrough *v.* Middlesbrough Assessment Committee.

Avory, Talbot and Finlay, JJ. 5th June.

RATING—DE-RATING—MOTOR REPAIR WORKS—INDUSTRIAL HEREDITAMENT—RATING AND VALUATION (APPORTIONMENT) ACT, 1928 (18 & 19 Geo. 5, c. 44).

Case stated by the Recorder of Middlesbrough.

An hereditament, described as a garage and repair depot—White House Garage, Ormesby Road, Middlesbrough, was put in the draft special list as an industrial hereditament. The appellant, the revenue officer, objected to its inclusion, but after hearing his objection the Assessment Committee decided that the hereditament should remain in the special list. The revenue officer then appealed to Middlesbrough Quarter Sessions. It was proved or admitted, *inter alia*, that the occupier, William Henry Bailey, built the hereditament and equipped it for the purpose of carrying on business on his own account as a motor mechanic and general engineer and as a garage proprietor. The hereditament was a brick-built structure with concrete floor. Practically the whole of the occupier's time was devoted to repair work, principally to motor cars. No person was employed specifically for selling purposes. At the front of the hereditament were windows in which small accessories were exposed for sale, and outside the premises were three petrol pumps for the retail supply of petrol. The hereditament was a factory or workshop within the meaning of, and was registered under, the Factory and Workshop Acts, 1901-1920. The recorder held that the hereditament was an industrial hereditament, and he dismissed the appeal. The revenue officer now appealed.

FINLAY, J., said that on the facts stated it was essentially a question of degree whether the primary use and occupation was for repair or for retail sale, and it was open to the recorder to find as he did on that point. He thought, therefore, that the appeal should be dismissed.

TALBOT, J., delivered judgment to the same effect.

AVORY, J., dissenting, said that he was of opinion that the facts clearly established that the premises were primarily occupied and used for the purposes of a retail shop. He thought that there was no evidence on which the recorder could find as he did, and in his (his lordship's) view, the appeal should be allowed.

COUNSEL: *The Attorney-General (Sir William Jowitt,* K.C.), *Wilfrid Lewis and Colin H. Pearson* for the Revenue Officer; *Walter Hedley,* K.C., and *Paley Scott* for the Occupiers.

SOLICITORS: *The Treasury Solicitor; Cunliffes, Blake and Mossman,* for *Meek, Stubbs & Barnley,* Middlesbrough.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law]

Legal Parables.

LXIII.

The Hasty Judge, the Perjured Villain and the Persistent Policeman.

THERE was once a nasty fellow who was a disgrace to his profession, and he advertised for a girl clerk, "one just leaving school preferred." To those who answered his advertisement he behaved abominably.

Then one, who was indeed very frightened, but whose anger mastered her fear, complained to the police, and the nasty fellow was apprehended.

The case on paper was not a strong one, but the girl was modest and candid, and the fellow, who went into the witness box, was a manifest liar. He was committed for trial.

The hasty judge read the depositions, and he took a Strong View. It was monstrous that a professional man should be put in peril on such a flimsy case. He was fortified in his strong view, had fortification been necessary for such a decided person, by a call book which showed a succession of visits during the time the improprieties alleged must have taken place.

So, after a very little evidence, the judge asked the jury if they wished to hear any more, and he waved at them the call book, explaining the results of his own acumen in its investigation. And the jurymen, having each his business elsewhere, and a touching faith in the judge, did not want to hear any more.

The nasty fellow was thereupon discharged.

A persistent policeman, who knew much more of the accused than the law of evidence would allow him to say, was very annoyed, and his annoyance was increased by the insolent bearing of the nasty fellow.

But They Whose Feet Are Shod With Wool paused not.

It became known to the persistent policeman that the nasty fellow had his office in a block of which an ex-policeman was caretaker. With this guardian's benevolent neutrality the persistent policeman committed the felony of office breaking. His reward was rich. The nasty fellow had foolishly retained the true record of his calls, which were two in the whole day, and the torn-out page on which they were recorded had left fragments of itself in the stitching of the book. These fragments the hasty judge had missed, as he had missed the fact that the nasty fellow had, on the face of the book, received more calls in one day than he was wont to have in a week.

But even nobler spoil awaited the felonious policeman. He found a diary in which the nasty fellow narrated his nastiness without disguise.

Then there was an indictment for perjury. Virtue was triumphant, and vice cast down.

The morals are:—

The more haste the less justice; and

A page in the hand may be worth two in the book.

Insurance Notes.

Mr. A. W. Sneddon, F.I.A., the Manager of the Industrial Department of the Australian Mutual Provident Society, at present on a trip to Europe, has received cable advice of his appointment as Secretary to the Society at its Head Office, Sydney.

Obituary.

MR. F. H. MUNBY.

The death occurred last week of Mr. F. Hugh Munby, solicitor, of 10, Lincoln's-inn, W.C.2, at the age of sixty-six. His grandfather was Recorder of York, and his father Clerk to the Justices and Castellan of York Castle. He served his articles with his father and completed his qualification as a solicitor with the York firm's London agents, subsequently practising in the City for some years, moving later to Lincoln's-inn. He took an active part in the public affairs of Teddington, where he had resided for a long time, being chairman and finally the first president of the Teddington Hospital. Of a kindly and gentle disposition he endeared himself to all with whom he came into contact. He was a member of The Law Society and was admitted in 1889.

MR. J. H. BAKER.

Mr. John Harry Baker, solicitor, a member of the firm of Messrs. Kenneth Brown, Baker, Baker, of London, Harrow, Brussels and Paris, died from heart failure whilst bathing at Crantock near Newquay, Cornwall, on Monday, 25th August, at the age of sixty-three.

Legal Notes and News.

Honours and Appointments.

Mr. WALTER TURNER MONCKTON, K.C., has been appointed Recorder of Hythe.

Sir PHILIP JAMES MACDONNELL, Kt., B.C.L. (Chief Justice of Trinidad), has been appointed Chief Justice of the Island of Ceylon.

Mr. EDWARD ALFRED MITCHELL-INNES, C.B.E., K.C., has been appointed His Majesty's Solicitor-General for the County Palatine of Durham.

Mr. IAN DAVID YEAMAN, Solicitor, of 16, Royal-crescent, Cheltenham, has been appointed Hon. Secretary of the Gloucestershire and Wiltshire Incorporated Law Society.

The freedom of Douglas is to be conferred on Mr. ALEXANDER ROBERTSON, the retiring Town Clerk, in recognition of his forty years' service to the borough.

The Carmarthen Town Council have decided to confer the freedom of the borough upon Mr. HENRY BRUNEL WHITE, the retiring Town Clerk, in recognition of his many services to the borough.

Professional Information.

Messrs. Gregory, Rowcliffe & Co., solicitors, 1, Bedford-row, W.C.1, have now taken into partnership Mr. EDWARD HUGH LEE ROWCLIFFE. The new partner is the son of the second partner (Mr. Edward Lee Rowcliffe) and a great nephew of the late Mr. Edward Lee Rowcliffe, who from 1887 until his death in 1898, was head of the firm. He is a grandson of the late Mr. William Rowcliffe, who on the death of his brother became the head of the firm until his own death in 1900.

JUDGE AND CONVICTED LAW STUDENT.

Sentence of six months in the second division was, says the *Morning Post,* passed at the Old Bailey recently, on John Frederick Bridge Satchell, aged twenty, a Law Society student, of Ashley-place, Westminster, for the manslaughter of James Alexander Gibbs, a boy of eleven.

Satchell was driving on the Bath-road, near Slough, when his car ran on the verge and killed the boy.

His speed, it was alleged, was between 60 and 70 miles an hour, which was denied by Satchell and his passengers.

Mr. Justice Branson suspended Satchell's licence for five years, and added: "I hope very much that The Law Society will recognise that this matter is entirely foreign to anything affecting his character as a solicitor and that the punishment should not be reflected on his future career."

SOLICITOR'S CAR CAUSES OBSTRUCTION.

Mr. Thomas Hoppit, solicitor, Broadstairs, figured in an unusual role at Sandwich Police Court recently, when he was summoned for causing an obstruction with a motor-car at Sarre on 4th August (Bank Holiday Monday).

Defendant pleaded not guilty, and conducted his own defence.

The Chairman (Mr. T. R. Mills) said defendant would be fined £1 with £1 costs. The magistrates were of the opinion that defendant would have heard nothing more about it if he had moved when the constable spoke to him at first.

Long Vacation, 1930.

HIGH COURT OF JUSTICE.

NOTICE.

During the remainder of the Vacation, all applications "which may require to be immediately or promptly heard," are to be made to The Hon. Mr. Justice BENNETT.

COURT BUSINESS.—The Hon. Mr. Justice BENNETT will, until further notice, sit in The Lord Chancellor's Court, Royal Courts of Justice, at half-past 10 on Wednesday in each week, for the purpose of hearing such applications of the above nature, as, according to the practice in the Chancery Division, are usually heard in Court.

PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made:—

1. Counsel's certificate of urgency or note of special leave granted by the Judge.
2. Two copies of notice of motion, one bearing a 5s. adhesive stamp.
3. Two copies of writ and two copies of pleadings (if any).
4. Office copy affidavits in support, and also affidavits in answer (if any).

No Case will be placed in the Judge's Paper unless leave has been previously obtained or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

N.B.—Solicitors are requested when the application has been disposed of to apply at once to the Judge's Clerk in Court for the return of their papers.

URGENT MATTERS WHEN THE JUDGE IS NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency*, to the Judge personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C.2."

The address of the Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice. Vacation Registrar.—Mr. BLAKER (Room 188).

CHANCERY CHAMBER BUSINESS.—The Chancery Chambers will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—The Hon. Mr. Justice BENNETT will sit for the disposal of King's Bench Business in Judge's Chambers at half-past 10 on Tuesday in each week.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.15 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 10th and 24th September, at the Principal Probate Registry at 12.15.

Decrees will be made absolute on Wednesdays, the 17th September and the 1st October.

All Papers for making Decrees absolute are to be left at the Contentious Department, Somerset House, on the preceding Thursday, or before 2 o'clock on the preceding Friday. Papers for Motions may be lodged at any time before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 10 a.m. and closed at 4 p.m. except on Saturdays, when the Offices will be opened at 10 a.m. and closed at 1 p.m.

ROYAL COURTS OF JUSTICE,
Room 136.
September, 1930.

Rules and Orders.

THE SUPREME COURT FEES ORDER, 1930. DATED JULY 29, 1930.

(*Continued from page* 586.)

SECTION IV.

FEES PAYABLE IN THE PROBATE, DIVORCE AND ADMIRALTY DIVISION.

First Column. Item.	Second Column. Fee.	Third Column. Document to be Stamped.
(A) PROBATE AND DIVORCE FEES. *Probate.*		
71. On sealing a subpoena under Court of Probate Act, 1858, Section 23	£ s. d. 0 10 0	The praecipe.
72. On depositing a script or other document in the Probate Registry	0 5 0	The praecipe or affidavit of scripts.
for each additional script or document deposited at the same time	0 1 0	
73. On settling and sealing a citation	0 10 0	The praecipe.
74. On filing a notice of appeal to the High Court and setting the appeal down for hearing	2 0 0	The notice of appeal.
75. On taking an account of an administrator and receiver *pendente lite* or other person liable to account:— for every 100*l.* or fraction of 100*l.* received without deducting any payments	0 2 0	The account.
Divorce.		
76. (*a*) on filing a petition	0 10 0	The petition.
(*b*) On amending the same	0 5 0	The praecipe.
77. On filing a notice of appeal to the Divisional Court and setting down the appeal for hearing	0 10 0	The notice of appeal.
78. On settling questions for the jury	0 10 0	The draft questions.
Probate and Divorce.		
79. On an appointment before a Registrar (except the hearing of a summons or motion):— for every hour or part of an hour	0 10 0	The praecipe.
80. On signing, settling or approving an advertisement	0 10 0	The draft advertisement.
81. On filing— (*a*) the certificate of a Registrar	0 10 0	The praecipe.
(*b*) the minute of a Registrar	0 5 0	The praecipe.
82. (*a*) On sealing any document, unless otherwise provided	0 5 0	The praecipe.
(*b*) For a certificate under the hand of the Judge or one of the Registrars of the Principal Probate Registry, where no other fee is prescribed under this Schedule	0 2 6	The fee book.
(B) ADMIRALTY FEES. *In the Admiralty Registry.*		
83. On filing a notice of appeal to the High Court and setting down the appeal for hearing	2 0 0	The notice of appeal.
84. On filing— (*a*) a consent to release. (*b*) a notice under Order XXIX, Rules 2, 8, or 12 (*c*) an agreement under Order LII, Rule 23. (*d*) an admission of liability.	0 10 0	The consent, notice, agreement or admission.
(*e*) a request for the attendance of Trinity Masters or other assessors	0 10 0	The praecipe.
85. On filing a notice under Order LXVII., Rule 10	1 0 0	The notice.
86. On entering a reference for hearing by the Registrar:— (*a*) in a default action	0 10 0	
(*b*) in all other cases	1 0 0	
On the hearing of the reference (except in a default action) such fee as the Registrar may consider reasonable having regard to the length and importance of the reference	From 1 1 0 to 15 15 0	The praecipe.

First Column. Item.	Second Column. Fee.	Third Column. Document to be Stamped.
If the reference occupies more than one day, for each additional day or part thereof a further fee not exceeding	£ s. d. 15 15 0	The praecipe.
If the reference is heard with merchants, such further fee for each merchant as the Registrar may consider reasonable.		
On filing (except in a default action) the Registrar's Report :—		
(*a*) if the amount allowed is less than 2,000*l.* ..	1 0 0	The notice filing the report.
(*b*) in all other cases ..	2 0 0	
87. On filing any other document (including the Registrar's Report in a default action) ..	0 5 0	The filed document. (Adhesive stamps permitted).
88. On a certificate by the Registrar as to a judgment or order ..	0 10 0	The certificate.
In the Marshal's Office.		
89. On lodging with the Marshal a warrant, release, decree, order, commission, or other instrument under Order LXVII., Rule 10	2 0 0	The instrument or order lodged.
90. On the appointment and swearing of appraisers	1 0 0	The certificate of appraisement.
91. On the delivery of a ship or goods to a purchaser	2 0 0	*Note.*—These fees are paid by transfer from the proceeds in Court to the account of fees on proceedings.
92. On the sale of a ship or goods :— for every 100*l.* or fraction of 100*l.* of the price	1 0 0	
93. For attending the discharge of a cargo or the removal of a ship or goods	2 0 0	The Marshal's certificate of execution.
And if the discharge or removal occupies more than one day for each additional day, a further fee of	2 0 0	
In addition to the above fees, the following fees are also payable :—		
(*a*) where a ship or cargo is in the custody of the Marshal, the reasonable expenses of a ship-keeper per day.		
(*b*) where the Marshal (or his deputy) is required for the purpose of discharging his duty to travel, his reasonable expenses for travelling and subsistence.		

SECTION V.

FEES PAYABLE ON REFERENCES TO AN OFFICIAL REFEREE.

94. On entering a reference for hearing	2 0 0	The praecipe.
95. On the hearing of the reference :— for every day or part of a day	3 0 0	The praecipe.
And if the hearing is in the country, subsistence allowances for the Referee and his Clerk at the rate of 2*l.* and 1*l.* respectively for each night they are absent from London and their reasonable travelling expenses are also payable.		
The fees, allowances, and expenses specified in this item shall be payable in advance by the party having the conduct of the case from day to day as the case proceeds.		

American Assets in Deceased Estates

Solicitors, Executors and Trustees may obtain necessary forms and full information regarding requirements on applying to:

Guaranty Executor and Trustee Company Limited

Subsidiary of the Guaranty Trust Company of New York

32 Lombard Street E.C.3

First Column. Item.	Second Column. Fee.	Third Column. Document to be Stamped.
96.—(*a*) On a certificate of an Official Referee	£ s. d. 1 0 0	The certificate. *Note.*—The amount shall be noted on every office copy of certificate.
(*b*) On an Official Referee's Order or direction for judgment	1 0 0	The order or direction.
(*c*) On a report or award of an Official Referee	2 0 0	The report or award.

SECTION VI.

FEES PAYABLE IN THE COURT OF APPEAL.

97. On filing a notice of appeal :—		
(*a*) If the appeal is entered in an Interlocutory List	2 0 0	The notice of appeal.
(*b*) If the appeal is entered in any other List	5 0 0	
98. On filing a notice of cross appeal :—		
(*a*) If the appeal is entered in an Interlocutory List	1 0 0	The notice of cross appeal.
(*b*) If the appeal is entered in any other List ..	2 0 0	
99. On entering or sealing the order made on the hearing of the appeal :—		
(*a*) If in an Interlocutory List	1 0 0	The order.
(*b*) If in any other List ..	2 0 0	
100. On entering or sealing any other order made by the Court of Appeal or a Judge thereof (including orders for leave to appeal and for security for costs)	1 0 0	The order.

SECTION VII.

FEES PAYABLE ON FILING DOCUMENTS; ON SEARCHES FOR AND INSPECTIONS OF DOCUMENTS; AND FOR COPIES OF DOCUMENTS.

First Column. Item.	Second Column. Fee.	Third Column. Document to be Stamped.
Filing Documents.	£ s. d.	
101. On filing an affidavit or any other document in any office of the Supreme Court unless otherwise provided by this Schedule	0 2 6	The filed document.
Note.—This fee is not payable on filing—		
(*a*) a document already stamped with a fee prescribed in this Schedule or		(Adhesive stamps permitted).
(*b*) a notice withdrawing a cause or an appeal:		
Provided that this fee is payable on filing an affidavit stamped with Fee No. 9.		
The fees on filing documents in the Admiralty registry are set out in Section IV (B) *ante* Nos. 83 to 87.		
Searches.		
102. On a search for an appearance or an affidavit, and inspecting the same	0 1 0	The search ticket.†
103. On any other search including inspection for each hour or part of an hour occupied	0 2 6	The search ticket. *
104. For a certificate of appearance, or of a pleading, affidavit, or proceeding having been entered, filed, or taken, or of the negative thereof, unless otherwise provided	0 2 6	The certificate.
105. For a certificate pursuant to Order LXI., Rules 23 or 24, other than a certificate given by the Registrar of Bills of Sale	0 10 0	The request.
Copies of Documents.		
106. For an office copy—		
(*a*) In relation to company's winding-up proceedings, for each folio ..	0 0 6	
(*b*) In any other case, for each folio	0 0 8	The office copy. *
107. For a plain copy (except the printed copies mentioned in the next item):—		
for each folio	0 0 5	The copy. *
and if more than one copy be bespoken:—		
for each folio of the first copy ..	0 0 5	
for each folio of any additional copy	0 0 2	
Note.—Fees 106 and 107 are applicable to copies of any decree or other document filed in a probate or divorce cause subject to a minimum fee of 2*s.* 6*d.* for any one copy.		
108. For a printed copy of an order:— for each folio	0 0 2	The copy. *
109. For examining a plain copy and marking the same as an office copy:— for each folio	0 0 3	The office copy. *
110. For a copy in a foreign language and for a copy of a plan, map, section drawing, photograph, or diagram:— the reasonable cost thereof as certified by the officer of the Court	—	The praecipe or copy*

* In the Probate Registry adhesive stamps are permitted and the document to be stamped is the fee book for Fees Nos. 106 to 110 and the fee book, affidavit of search or praecipe for Fee No. 103.

† In the Probate Registry the document to be stamped is the affidavit of search.

(To be continued.)

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 11th September, 1930.

	Middle Price 3rd Sept. 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	89	4 9 11	—
Consols 2½%	55½xd	4 10 6	—
War Loan 5% 1929-47	103⅞	4 16 5	—
War Loan 4½% 1925-45	100½	4 9 7	4 9 0
War Loan 4% (Tax free) 1929-42	103	3 17 8	3 14 0
Funding 4% Loan 1960-90	92½	4 6 6	4 6 9
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	95½	4 3 9	4 5 0
Conversion 5% Loan 1944-64..	105½	4 15 0	4 13 9
Conversion 4½% Loan 1940-44	100¼	4 9 9	4 8 6
Conversion 3½% Loan 1961	78¼xd	4 9 5	—
Local Loans 3% Stock 1912 or after ..	65	4 12 4	—
Bank Stock	258½	4 12 10	—
India 4½% 1950-55	87	5 3 6	5 9 6
India 3½%	66xd	5 6 1	—
India 3%	57xd	5 5 3	—
Sudan 4½% 1939-73	95	4 14 9	4 15 6
Sudan 4% 1974	87	4 12 0	4 14 3
Transvaal Government 3% 1923-53 .. .. (Guaranteed by British Government, Estimated life 15 years.)	83½	3 11 10	4 2 3
Colonial Securities.			
Canada 3% 1938	91	3 5 11	4 6 0
Cape of Good Hope 4% 1916-36	97	4 2 6	4 10 0
Cape of Good Hope 3½% 1929-49	84	4 3 4	4 15 6
Ceylon 5% 1960-70	101	4 19 0	4 19 0
Commonwealth of Australia 5% 1945-75 ..	91½	5 9 3	5 10 0
Gold Coast 4½% 1956	93	4 16 9	4 19 9
Jamaica 4½% 1941-71	94	4 15 9	4 17 0
Natal 4% 1937	95xd	4 4 3	4 18 0
New South Wales 4½% 1935-45	84½	5 6 6	6 1 3
New South Wales 5% 1945-65	89½	5 11 9	5 14 0
New Zealand 4½% 1945	96	4 13 9	4 17 6
New Zealand 5% 1946	103	4 17 1	4 14 6
Nigeria 5% 1950-60	103	4 17 1	4 18 3
Queensland 5% 1940-60	88¼xd	5 13 0	5 16 0
South Africa 5% 1945-75	102	4 18 0	4 17 9
South Australia 5% 1945-75	90½	5 10 6	5 11 9
Tasmania 5% 1945-75	89½	5 11 9	5 12 9
Victoria 5% 1945-75	90½	5 10 6	5 11 9
West Australia 5% 1945-75	89½	5 11 9	5 12 9
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	63	4 15 3	—
Birmingham 5% 1946-56	102xd	4 18 0	4 17 6
Cardiff 5% 1945-65	101	4 19 0	4 19 3
Croydon 3% 1940-60	71xd	4 4 6	4 17 3
Hastings 5% 1947-67 .. .. (First full half year's Dividend in October, 1930.)	102xd	4 18 0	4 17 6
Hull 3½% 1925-55	79	4 8 7	4 19 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	74xd	4 14 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	53	4 14 4	—
London City 3% Consolidated Stock after 1920 at option of Corporation	64	4 13 9	—
Manchester 3% on or after 1941	63	4 15 3	—
Metropolitan Water Board 3% "A" 1963-2003	65xd	4 12 4	—
Metropolitan Water Board 3% "B" 1934-2003	66	4 10 11	—
Middlesex C.C. 3½% 1927-47	85	4 2 4	4 16 0
Newcastle 3½% Irredeemable	73	4 15 11	—
Nottingham 3% Irredeemable	64	4 13 9	—
Stockton 5% 1946-66	101	4 19 0	4 18 9
Wolverhampton 5% 1946-56	102	4 18 0	4 17 3
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81	4 18 9	—
Gt. Western Rly. 5% Rent Charge	99	5 1 0	—
Gt. Western Rly. 5% Preference	92½	5 8 1	—
L. & N.E. Rly. 4% Debenture	75	5 6 8	—
L. & N.E. Rly. 4% 1st Guaranteed	71	5 12 8	—
L. & N.E. Rly. 4% 1st Preference	56	7 2 10	—
L. Mid. & Scot. Rly. 4% Debenture ..	79½	5 0 8	—
L. Mid. & Scot. Rly. 4% Guaranteed ..	75½	5 6 0	—
L. Mid. & Scot. Rly. 4% Preference	62	6 9 1	—
Southern Railway 4% Debenture	80	5 0 0	—
Southern Railway 5% Guaranteed	97½	5 2 7	—
Southern Railway 5% Preference	85	5 17 8	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

COSTS CLERK (age 38), with thorough London experience in settling costs in all branches, shorthand writer, typist and engrosser, knowledge Kain's system book-keeping, desires change (country if possible).—Box 522, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

SECRETARIAL, administrative employment urgently sought by Honours Graduate and Triple Blue, Trinity College, Dublin. Fluent French, Spanish, Russian; 7 years' previous experience manager establishment catering for 1,000; knowledge of administration, accounting; disciplinarian; highest recommendations. 12158

MINING Engineer, A.I.M.E., 20 years' experience responsible positions East Africa and S. America exploring, prospecting, surveying, valuing, developing and working mineral deposits, road-making, designing and erecting plants, buildings; speaks French, Hindustani, Hausa, Malay and (slightly) Spanish; seeks engagement, preferably abroad, mining or other business. 11742

ADVERTISER urgently requires position of trust. Experienced in all matters connected with country life and every description of stock, particularly training and breeding of race horses; capable of managing farm in connection with above; willing go abroad. 12259

EX-OFFICER, 25 years' business training, desires position of responsibility and trust. Accustomed accountancy and secretarial duties, considerable experience as traveller; good appearance and personality; excellent references. 12258

EX-REGULAR Officer, 36, educated at University, and Sandhurst, desires any position of trust: supervisor or welfare officer, or relieving officer (last position five years); highest testimonials, and of smart appearance. 270

SITUATION wanted as Commissionaire, Attendant or Handyman in any capacity; organiser; able to take charge. Willing to go anywhere. 10985

ARTICLED CLERKS, &c.

ARTICLED Clerkship required by public schoolboy, age 16; matriculated; moderate premium. City, West End or South of Thames preferred.—"P.," Box 527, Solicitors' Journal, 29 Breams-buildings, E.C.4.

OLD-ESTABLISHED Conveyancing firm in Midland county town require Articled Clerk. Public school man preferred. Personal supervision of experienced partner. Premium 150 guineas. Nice locality. Good prospects.—Box 480, Solicitors' Journal, 29, Breams-buildings, E.C.4.

VACANCY in newly established Manchester office for energetic articled clerk; personal supervision and tuition assured; premium essential.—Box 314, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, with busy and growing general practice, has vacancy for Articled Clerk. Personal supervision. Premium required, part returned.—Apply, Box 146, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

PRACTICES AND PARTNERSHIPS.

CONVEYANCING.—Solicitor (M.A. Cantab.), 20 years London practice, will take, upon terms, conveyancing clientele (or part thereof) of a deceased or retiring solicitor.—Box 523, Solicitor's Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C.4.

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FOR SALE.—Halsbury's Laws of England, Thick Paper Edition, morocco bound. Perfect condition.—Box 514, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—English and Empire Digest, complete, in perfect condition. Offers wanted.—Box 506, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FREEHOLD GROUND RENTS.

FREEHOLD Ground Rents (London and Suburbs) wanted for purchase by a client with large fund at immediate disposal.—A. Lloyd-Jones & Son, Solicitors, New Broadway-chambers, Ealing, W.5.

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INFORMATION REQUIRED.

2s. per line.

SARAH IDE, deceased, late of 14, Harefield Road, Crouch End.—Will anyone possessing a Will or Draft Will made by the above-named in May, 1926, or having any knowledge of the existence of such, communicate with Box 496, Solicitors' Journal, 29, Breams-buildings, E.C.4.

DR. HOWARD TREVELYAN GEORGE, deceased, late of 33, Ampthill-Square, N.W.1, and 2, St. Andrew's-place, Cardiff. Anyone who prepared or witnessed or has any knowledge of a Will of the above-named deceased, dated subsequently to 29th December, 1924, is asked to communicate immediately with Messrs. W. G. Howell & Co., 19, St. Andrew's-crescent, Cardiff.

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For the benefit of Widows and Families of Solicitors in the Metropolis and Vicinity. Instituted 1817. Supported by Life and Annual Subscriptions and by Donations. This Association consists of Solicitors taking out London Certificates and of retired Solicitors who have practised under London Certificates and its objects are (amongst others) To grant relief to the Widows and Children of any deceased Member, or if none, then to other relatives dependent on him for support. The Relief afforded last year amounted to £2,463. A Subscription of One Guinea per annum constitutes a Member and a payment of Ten Guineas Membership for Life.

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